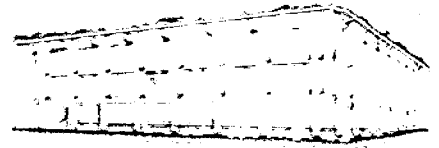


Hutchinson National bank and trust company



7-339A050

November 17, 1977

RECORDATION NO. 9110 Filed & Recorded

DEC 5 1977 - 11 15 AM

INTERSTATE COMMERCE COMMISSION

DEC 5 1977

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Washington, D. C.

RECEIVED

11 10 AM '77

I.C.C.
OPERATION BR.

Secretary

Interstate Commerce Commission
Washington, D.C. 20423

Dear Sir:

Enclosed for recordation under the provisions of Section 20c of the Interstate Commerce Act and the regulations promulgated thereunder, as amended, are the original and two counterparts of a Security Agreement dated November 16, 1977.

A general description of the railroad equipment covered by the enclosed document is as follows:

Ten (10) type 112A340W railroad tank cars manufactured by Union Tank Car Company and bearing reporting marks and numbers WPWX 717, WPWX 772, WPWX 757, WPWX 770, WPWX 774, WPWX 778, WPWX 771, WPWX 776, WPWX 775 and WPWX 727, respectively.

The names and addresses of the parties to the enclosed document are:

Debtor: ✓ Wilson Propane Wholesale Company, Inc.
707 North Main Street
South Hutchinson, Kansas 67505

AND

✓ Petroleum Products, Inc.
707 North Main Street
South Hutchinson, Kansas 67505

Secured Party: Hutchinson National Bank and Trust Company
One Polaris Plaza
P. O. Box 1488
Hutchinson, Kansas 67501



Interstate Commerce Commission
November 17, 1977
Page 2.

The undersigned is an executive officer of the Secured Party mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please return the original of the enclosed Security Agreement to Mr. Scott A. Woods, Senior Vice President, Hutchinson National Bank and Trust Company, P. O. Box 1488, Hutchinson, Kansas, 67501, or to the bearer hereof.

Also enclosed is a remittance in the amount of \$50.00 covering the required recording fee.

Very truly yours,

HUTCHINSON NATIONAL BANK AND TRUST COMPANY

BY: Scott A. Woods
Scott A. Woods, Senior Vice President

SAW:pb

Enclosures



Interstate Commerce Commission

Washington, D.C. 20423

12/5/77

OFFICE OF THE SECRETARY


**Mr. A. Woods, Senior Vice Pres.
Hutchinson National Bank & Trust Co.
P.O. Box 1488
Hutchinson, Kansas, 67501**

Dear

Sir:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on **12/5/77** at **11:15am**,
and assigned recordation number(s) **9110**

Sincerely yours,


**H.G. Homme, Jr.
Acting Secretary**

Enclosure(s)

**SE-30-T
(6/77)**

SECURITY AGREEMENT

To: HUTCHINSON NATIONAL BANK AND TRUST COMPANY

HUTCHINSON, KANSAS 67501

November 16, 1977

The undersigned and each of the undersigned grant to HUTCHINSON NATIONAL BANK AND TRUST COMPANY (Bank) a security interest in the following property and any and all increases, additions, accessions, substitutions and proceeds thereto and therefor (herein called Collateral):

Ten (10) type 112A340W railroad tank cars manufactured by Union Tank Car Company and bearing reporting marks and numbers WPWX 717, WPWX 772, WPWX 757, WPWX 770, WPWX 774, WPWX 778, WPWX 771, WPWX 776, WPWX 775 and WPWX 727 respectively,

RECORDATION NO. 9110 Filed & Recorded

DEC 5 1977 - 11 15 AM

INTERSTATE COMMERCE COMMISSION

together with all rights relating thereto. Should the Bank deem any Collateral inadequate or unsatisfactory, or should the value of the Collateral decline the Bank shall have the right to call for additional Collateral to its satisfaction.

The security interest granted to the Bank hereunder shall secure all obligations of the undersigned to the Bank, howsoever created, evidenced or arising, whether direct or indirect, absolute or contingent, or now or hereafter existing, or due or to become due (Liabilities).

If the Collateral includes livestock, Debtor grants to Bank a security interest in all increases thereof, feed and equipment used in feeding and handling livestock, and all Debtor's right, title, and interest in all contracts and leases covering lands for pasture and grazing purposes. If Collateral consists of crops, this agreement includes all annual and perennial crops and products thereof which are growing or planned on the property described above or on the mortgage signed by Debtor.

If any notification of intended disposition by the Bank of any of the Collateral is required by law, such notification, if mailed, shall be deemed reasonably and properly given if mailed at least ten (10) days before such disposition, postage prepaid, addressed to the undersigned either at the address shown below, or at any other address of the undersigned appearing on the records of the Bank. The rights, duties and obligations hereunder of the Bank and the undersigned shall, unless otherwise required by law, be governed by the provisions of the Uniform Commercial Code as in effect from time to time in the State of Kansas and other laws of the State of Kansas, or the laws in the State where filed.

If more than one party shall sign this Agreement, the term "undersigned" shall mean and include all parties signing this Agreement and each of them, jointly and severally.

If the Collateral is to be attached to real estate, a legal description of the real estate is as follows:

and the name of the record owner is Not Applicable and if the Collateral is attached to real estate prior to the perfection of the security interest granted hereby, the Debtor will on demand of the Secured Party furnish the latter with a disclaimer or disclaimers, signed by all persons having an interest in the real estate, or any interest in the Collateral which is prior to the Secured Party's interest.

The Debtor agrees that he has read this agreement and that this agreement includes and is subject to the additional provisions set forth below and on the reverse side hereof, such additional provisions, without limitation because of enumeration, being incorporated herein by reference.

This security agreement continues on the reverse side.

HUTCHINSON NATIONAL BANK AND TRUST COMPANY

(Secured Party)

HUTCHINSON, KANSAS 67501

By Scott A. Woods Senior Vice President

Form 330

WILSON PROPANE WHOLESALE COMPANY, INC.

By: M. M. Burke Debtor Vice President

PETROLEUM PRODUCTS, INC.

By: M. M. Burke M. M. Burke, President

ADDITIONAL PROVISIONS

DEBTOR WARRANTS AND COVENANTS: (1) That except for the security interest granted hereby Debtor is, or to the extent that this agreement states that the Collateral is to be acquired after the date hereof, will be, the owner of the Collateral from any adverse lien, security interest or encumbrance; and that Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein. (2) The Debtor agrees to do such acts and things as the Bank may from time to time request to maintain a valid security interest on the part of the Bank in the Collateral (free of all other liens and claims whatsoever) to secure the payment of the liabilities. (3) That no financing statement covering the Collateral or any thereof is on file in any public office and that at the request of Secured Party, Debtor will join with Secured Party in executing one or more financing statements pursuant to the Kansas Uniform Commercial Code in form satisfactory to Secured Party and will pay the cost of filing such financing statement, this security agreement and any continuation or termination statement, in all public offices wherever filing is deemed by Secured Party to be necessary or desirable; and if the Collateral is attached to real estate prior to the perfection of the security interest granted hereby or if the Collateral includes crops or oil, gas or minerals to be extracted or timber to be cut, Debtor will, on demand of Secured Party, furnish Secured Party with a disclaimer or disclaimers or subordination agreement signed by all persons having an interest in the real estate, disclaiming or subordinating any interest in the Collateral which is prior to the interest of Secured Party. (4) Not to sell, transfer or dispose of the Collateral, nor take the same or attempt to take the same from the county where kept as above stated, without the prior written consent of the Secured Party. (5) To pay all taxes and assessments of every nature which may be levied or assessed against the Collateral. (6) Not to permit or allow any adverse lien, security interest or encumbrance whatsoever upon the Collateral, and not to permit the same to be attached or replevined. (7) That the Collateral is in good condition, and that he will at his own expense, keep the same in good condition and from time to time, forthwith, replace and repair all such parts of the Collateral as may be broken, worn out or damaged without allowing any lien to be created upon the Collateral on account of such replacement or repairs, and that the Secured Party may examine and inspect the Collateral at any time, wherever located. (8) That he will at his own expense keep the Collateral insured in a company satisfactory to Secured Party against loss, as appropriate, by theft, collision, fire and extended coverage, with loss payable to Secured Party as its interest may appear, and will on demand deliver said policies of insurance or furnish proof of such insurance to Secured Party. (9) At its option Secured Party may procure such insurance, discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral and may pay for the repair of any damage or injury to or for the preservation and maintenance of the Collateral. Debtor agrees to reimburse Secured Party on demand for any payment or expense incurred by Secured Party pursuant to the foregoing authorization. Until such reimbursement, the amount of any such payment, with interest at the rate of 6% per annum from date of payment until reimbursement, shall be added to the indebtedness owed by Debtor and shall be secured by this agreement. (10) That he will not use the Collateral in violation of any applicable statute, regulation or ordinance and if any of the Collateral is motor vehicles the same will not be rented, used in rental service nor in any speed or endurance contest. (11) That in the event this security agreement is placed in the hands of an attorney for enforcement Debtor will pay the reasonable attorney's fees of Secured Party, and will pay Secured Party any and all costs and expenses incurred in recovering possession of the Collateral and incurred in enforcing this security agreement, and the same shall be secured by this security agreement.

UNTIL DEFAULT Debtor may have possession of the Collateral and use it in any lawful manner not inconsistent with this agreement and not inconsistent with any policy of insurance thereon, and upon default Secured Party shall have the right to the immediate possession of the Collateral.

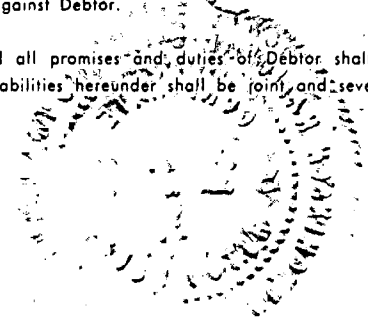
DEBTOR SHALL BE IN DEFAULT under this agreement upon the happening of any of the following events or conditions: (1) default in the payment or performance of any obligation, covenant or liability contained or referred to herein or in any note evidencing the same; (2) any warranty, representation or statement made or furnished to Secured Party by or on behalf of Debtor is found to have been false in any material respect when made or furnished; (3) any event which results in the acceleration of the maturity of the indebtedness of Debtor to others under any indenture, agreement or undertaking; (4) loss, theft, damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon; (5) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor.

UPON SUCH DEFAULT and at any time thereafter, or if it deems itself insecure, Secured Party may declare all obligations secured hereby immediately due and payable and shall have the remedies of a secured party under the Kansas Uniform Commercial Code. The secured party may assess a collection charge on each installment in default for a period of 10 days or more as an additional charge against the debtor(s), in an amount not in excess of 5% of such instalment or \$2.50, whichever is less. Secured Party may require Debtor to assemble the Collateral and deliver or make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Debtor shown at the beginning of this agreement at least ten days before the time of the sale or disposition. Expenses of retaking, holding, preparing for sale, selling or the like shall include Secured Party's reasonable attorney's fees and legal expenses.

No waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion. The taking of this security agreement shall not waive or impair any other security said Secured Party may have or hereafter acquire for the payment of the above indebtedness, nor shall the taking of any such additional security waive or impair this security agreement, but said Secured Party may resort to any security it may have in the order it may deem proper, and notwithstanding any collateral security, Secured Party shall retain its rights of setoff against Debtor.

All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns; and all promises and duties of Debtor shall bind his heirs, executors or administrators or his or its successors or assigns. If there be more than one Debtor, their liabilities hereunder shall be joint and several.

This agreement shall become effective when it is signed by Debtor.



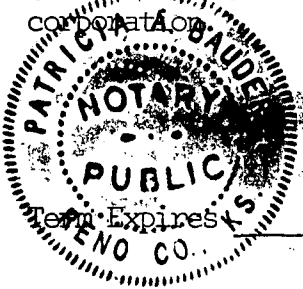
ACKNOWLEDGMENT

STATE OF KANSAS

ss:

COUNTY OF RENO

On this 16th day of November, 1977, before me personally appeared M. M. Burke, to me personally known, who being by me duly sworn, says that he is the Vice President of Wilson Propane Wholesale Company, Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



May 6, 1979

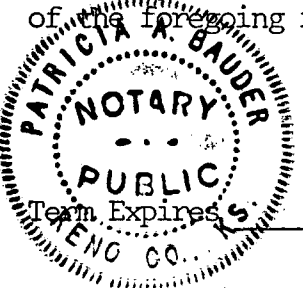
Patricia A. Bauder
Patricia A. Bauder Notary Public

STATE OF KANSAS

ss:

COUNTY OF RENO

On this 16th day of November, 1977, before me personally appeared M. M. Burke, to me personally known, who being by me duly sworn, says that he is the President of Petroleum Products, Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



May 6, 1979

Patricia A. Bauder
Patricia A. Bauder Notary Public

This acknowledgment is attached to and made a part of a Security Agreement executed by Wilson Propane Wholesale Company, Inc. and Petroleum Products, Inc., debtors, and Hutchinson National Bank and Trust Company, secured party, under date of November 16, 1977 and covering ten (10) type 112A340W railroad tank cars manufactured by Union Tank Car Company and bearing reporting marks and numbers WPWX 717, WPWX 772, WPWX 757, WPWX 770, WPWX 774, WPWX 778, WPWX 771, WPWX 776, WPWX 775, and WPWX 727 respectively.

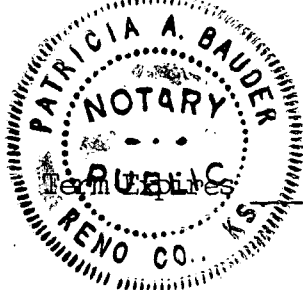
ACKNOWLEDGMENT

STATE OF KANSAS

SS:

COUNTY OF RENO

On this 16th day of November, 1977, before me personally appeared Scott A. Woods, to me personally known, who being by me duly sworn, says that he is the Senior Vice President of Hutchinson National Bank and Trust Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Patricia A. Bauder
Patricia A. Bauder Notary Public

May 6, 1979

This acknowledgment is attached to and made a part of a Security Agreement executed by Wilson Propane Wholesale Company, Inc. and Petroleum Products, Inc., debtors, and Hutchinson National Bank and Trust Company, secured party, under date of November 16, 1977 and covering the (10) type 112A340W railroad tank cars manufactured by Union Tank Car Company and bearing reporting marks and numbers WPWX 717, WPWX 772, WPWX 757, WPWX 770, WPWX 774, WPWX 778, WPWX 771, WPWX 776, WPWX 775, and WPWX 727 respectively.